



OFFICE OF THE ACCOUNTANT GENERAL(A&E), KERALA,
THIRUVANANTHAPURAM

ITS Cell/3-36/VLC CM/23-24

12-06-2023

TENDER NOTICE FOR CHANGE MANAGEMENT TO VLC APPLICATION

Sealed bids are invited from Service providers / Developers for Change Management in VLC application. Change Management in VLC application as per the details contained in Annexure I of this notice. Vendors should have sufficient prior experience in undertaking this kind of projects.

The Cover containing the quotation should be addressed to the Sr. Deputy Accountant General (Admn), Office of the Accountant General (A&E), Kerala, Thiruvananthapuram – 695 001 by Speed Post / Registered post with superscription “**Inviting bids for Change Management in VLC application**” and should reach this office on or before **20-06-2023, 10.00 AM**. Those who wish to submit the bids directly should deposit the same in the box kept for this purpose in the General Section of this office. Quotation will be opened at **3.00 PM, on 20-06-2023** in the presence of the Competent Authority.

Following details shall be specified in the bid:

1. Experience of the company in the relevant field (Enclose Proof)
2. Details of experience in undertaking these types of project.
3. Estimated total time for the execution of the project in all respects.
4. The Monthly charges per person per calendar months should be quoted.
5. Amount quoted should be all-inclusive i.e., including service tax if any.

6. Period of Warranty or extended warranty may be specified.
7. Boarding & lodging for on-site execution has to be borne by the company.
8. Remote access to our network will not be provided.

The work should commence in a mutually agreed date within a month on receipt of work order. The detailed terms and conditions of the project are specified in the Annexure X to this notice.

Sd/-

Sr. Deputy Accountant General (Admn.)

ANNEXURE 1

Sl.No	Present method of preparation	Proposed change required in VLC module
1	<p>In the present scenario, VLC provides current year figure for receipts and disbursements.</p> <p>The Statements which requires opening and closing balances such as 1,12,17, 18,21 and 22 are prepared in excel sheet manually by carry forwarding previous year's CB as current year's OB. Additions and deletions are available from VLC. Using the formula in excel sheet, CB is arrived.</p>	<p>Generation of Statements 1, 12, 17, 18, 21 and 22 have to be fully automated from the VLC without any manual intervention.</p> <p>All statements of Finance accounts vol I and vol II should be system generated</p> <p>System shouldgenerate in respect of both Appropriation Accounts and Finance accounts un rounded figures (whole rupee figures) with OB, addition, deletion and CB etc for validation with rounded figures for FA&AA by IAD, local audit and Hqrs</p> <p>Facility for incorporating proforma entries should also be made.</p>
2	<p>Facility to update Opening balances of Heads of Accounts, which are closing to balances by un rounded figures. In the present scenario, there is no provision for Opening Balance in the VLC module.</p> <p>VLC generates only current year figures</p>	<p>Provision for the opening balances (previous year's balances to be carried forward) as absolute figure in the VLC.</p> <p>Facility to generate Statements which are having closing balances in absolute figures by fetching Opening balances from the previous year closing balances and current year receipts and disbursements.</p> <p>As no Opening and Closing Balances are available in VLC, a Hand Book is prepared every year in excel format at present.</p> <p>Change management should facilitate Hand Book preparation upto object head level by the system</p>
3	<p>Availability of unrounded figures for Audit using Computerised aided Audit Tools</p> <p><u>Present position</u></p>	<p>Proposed change management should facilitate availability of unrounded figures for Audit using computerized aided Audit Tools.</p>

	<p>Monthly Civil Accounts (un rounded figures) and direct access to VLC are presently available to Audit. There is no such option is available in VLC for computerized aided Audit Tools.</p>	
4	<p>Facility to differentiate between conditional and unconditional Grant-in-aid for monitoring the UCs</p> <p><u>Present position</u></p> <p>After pushing data from the treasuries through online, VLC section segregate Grant-in-Aid vouchers in the system by sorting out object heads 35 and 36. DAE sections manually enter the data in Grant-in-aid module in the VLC for sanctions above Rs.2.00 lakh.</p> <p>There is no separate facility to distinguish the conditional and un conditional GIA for monitoring the UCs in the present VLC program.</p>	<p>Instead of manual intervention, possibilities of monitoring UCs on real time basis have to be explored from treasuries/Departments. The conditional clause should be entered by the DDO at the time of preparing the bill.</p>

Annexure X

**AGREEMENT FOR CHANGES IN VLC CHANGE
MANAGEMENT PROJECT**

This agreement made on - - - - - between Principal Accountant General (A&E), Kerala, Thiruvananthapuram (Indian Audit & Accounts Department, hereinafter called P.A.G. (A&E), Kerala and -----, a COMPANY registered under the Indian Companies Act 1956 (hereinafter called COMPANY), having its registered office in <place> and which expression shall be deemed, unless repugnant to the context thereof, to include its successors and assigns.

THIS AGREEMENT WITNESSETH AS FOLLOWS:

NOW, THEREFORE, in consideration of the mutual undertakings, promises and covenant set forth in this contract, the parties hereto have mutually agreed to the terms and conditions hereinafter set forth.

SCOPE OF THE AGREEMENT

1. DEFENITIONS

In this agreement, unless the context otherwise requires, the following definitions shall apply;

“Principal Accountant General”, means head of the office of the Principal Accountant General (A&E), Kerala, Thiruvananthapuram

“C&AG” means Comptroller and Auditor General of India,

“Contract Price” shall mean the sum or sums as mentioned in clause 6 under title Professional Fees of the agreement.

“Contract” shall mean contract and all attached exhibits and documents referred therein, all terms and conditions, thereof, together with any subsequent modifications thereto.

“HQ/s” shall mean the Office of the Comptroller and Auditor General of India, New Delhi.

2. WORK TO BE DONE

During contract period the company will do the work as detailed below: -

2.1 as Detailed in Annexure I

3. TERMS and CONDITIONS

3.1 Company agrees for insertion/deletion/amendment of any clause in the agreement as desired by the office of the Comptroller and Auditor General of India.

3.2. Company agrees to do the modification in forms and reports in already developed package wherever necessary to complete the work as detailed in Clause 2 above.

3.3 Company agrees to complete the work within prescribed period as given in time schedule in clause 8 in the agreement.

3.4 Company agrees to complete the changes in the application software wherever required and implemented in the software.

3.5 Company agrees to complete the work strictly according to specification and implement the package to the satisfaction of the Principal Accountant General.

3.6 Company agrees that it won't access your office network remotely.

4. OBLIGATIONS OF COMPANY

4.1 Company shall finish the work within time schedule as provided in Clause 8

4.2 Company shall provide complete source code, user manual and documentation of modifications/changes done in the packages.

4.3 Instead of hard coded programming, parameterization approach shall be adopted in the VLC Application and Change Management.

4.4 Company shall also evolve a strategy in consultation with the . P.A.G (A&E), Kerala so that necessary changes can be made in future as per requirement.

4.5 Company shall submit weekly progress report regarding work done to P.A.G (A&E), Kerala.

4.6 The company shall also provide O.S. Application Support relating to modification/changes for Six months after the implementation of these changes.

5 OBLIGATIONS OF P.A.G. (A&E), KERALA

5.1 The P.A.G (A&E), Kerala shall

- a) Ensure that the hardware equipment is operated in proper conditioned environment.
- b) Provide full and free access to the Software Package and hardware equipment to COMPANY representatives, P.A.G (A&E), Kerala, shall make available the system on “single user mode” to COMPANY engineer, whenever the situation demands.
- c) Provide SUPERVISOR & USER’s login ID’s by changing the password to COMPANY. After completion of the work, the P.A.G (A&E), Kerala may restore original passwords.

6 PROFESSIONAL FEE

6.1 The P.A.G (A&E), Kerala shall pay Rs.----/- per month + GST total amounting to Rs.----/- for Change Management (Rupees in words--- only) on account of works to be done as detailed in Clause 2. The cost is in lump sum and include taxes applicable on the date. No additional charges will be payable.

6.2 The amount of penalty if any imposed by the P.A.G (A&E), Kerala as per clause 7.2 shall be, deducted from the amount payable to the COMPANY.

6.3 Vendor will have to make their own arrangements for transportation and accomodation for their engineers.

6.4 No boarding charges will be provided to the engineers of the company.

7 TERMS OF PAYMENT/PENALTY

7.1 The amount payable to the Company on account of professional fee shall be paid by the P.A.G (A&E), Kerala only after successful and satisfactory completion and implementation of the job work assigned through this agreement and shall be paid after three months of completion of work .

7.2 The Principal Accountant General may impose penalty on account of unsatisfactory completion of work or for non-completion of work or for delay in completion of work. Penalty/liquidated damages should include

0.5% penalty for delay of every week or part thereof subject to a maximum of 2%. The delay shall not be for more than four weeks. In the event of the vendor's failure to complete the work even after four weeks delay relating to completion of work, the Liquidated Damages shall be imposed at the discretion of the Principal Accountant General per week or part thereof subject to maximum of 5% at each stage of payment. The decision of Principal Accountant General in this regard shall be final.

7.3 Deduction on account of tax i.e, TDS etc shall be made according to rules from the amount payable to the COMPANY.

8 TIME SCHEDULE

8.1 COMPANY shall strictly adhere to time schedule from the date of execution of this agreement i.e. the development/change management including module testing, bug fixing, documentation etc. shall be completed in (time period) / man months. COMPANY shall submit weekly progress reports of the status of the work done to the P.A.G (A&E), Kerala.

9 WARRANTY

9.1 The COMPANY shall be responsible for satisfactory completion of job work now being assigned through this agreement and agrees to provide warranty for smooth functioning of the modification/changes made in the package for a period of six months after implementation. Any bugs/problems/issues during warranty period shall be attended through telephone/email/remote access or through personal visit in case it remains to be resolved through other modes of support within three days. Company shall give details of the contact person/help desk to the Principal Accountant General (A&E), Kerala

10 TERMINATION OF THE AGREEMENT

10.1 The P.A.G (A&E), Kerala reserves the right to terminate this agreement without assigning any reason by giving a notice to the COMPANY at any time. A notice shall be considered as duly given if sent to the company by the P.A.G (A&E), Kerala through post by registered letter addressed to vendor

11 COMPANY LIABLE FOR DAMAGE DONE AND IMPERFECTIONS

The COMPANY shall be liable for any damage done and imperfection due to negligence.

The decision of the Principal Accountant General (A&E), Kerala will be final and binding for imposing penalty due to damage and negligence on the part of the COMPANY.

12.FORCE MAJEURE

12.1 Notwithstanding anything else contained in the agreement, neither party shall be liable for any delay in performing its obligations hereunder if and the extent that such delay is the result of an event of Force Majeure.

12.2 For purposes of this Clause, 'Force Majeure' means and includes wars, insurrections, revolution, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strike in relevant industries, act of God, and such other acts or events beyond the control of the COMPANY /The P.A.G (A&E), Kerala, intervening after the execution of this agreement and impeding its reasonable performance but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the COMPANY or The P.A.G (A&E), Kerala.

12.3 If a Force Majeure situation arises, the COMPANY shall promptly notify the P.A.G (A&E), Kerala in writing of such conditions the cause thereof and the likely duration of the delay. Unless otherwise directed by the P.A.G (A&E), Kerala in writing, the COMPANY shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13 SUB CONTRACTS

13.1 The COMPANY shall not enter into any sub-contract with any person for the performance of any part of the contract.

14 CONFIDENTIALITY

- 14.1 COMPANY shall treat all information/material/document as confidential obtained from the P.A.G (A&E), Kerala during the course of performing necessary work relating to contract and shall not divulge such information to any person.
- 14.2 COMPANY shall not, without the P.A.G (A&E), Kerala's prior written consent, make use of any document/information/material necessary for performing the terms of contract.
- 14.3 Any document of information or material given to the COMPANY necessary for the completion of work shall remain the property of the P.A.G (A&E), Kerala and on completion of the work all such documents/information/material shall be returned by the COMPANY to the P.A.G (A&E), Kerala.
- 14.4 Any violation of above cited CONFIDENTIALITY clause from 14.1 to 14.3 will attract the termination of contract and initiation of legal proceedings against the COMPANY.

15 ARBITRATION

15.1 The P.A.G (A&E), Kerala and the COMPANY shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

15.2 In the event of any dispute or differences between the parties whether during the execution of orders or thereafter whether by breach or in any manner in regard to:

- i) the constitution of the terms and conditions
- ii) the respective rights and liabilities of the parties
- iii) any matter or thing arising out or in relation to or in connection with these terms and conditions

Either party shall give written notice to the other of the same or such dispute of differences shall be referred for the sole arbitration to any persons appointed by the Comptroller and Auditor General of India. The decision of such Arbitrator shall be conclusive and binding on the parties hereto. There shall be no objection to any such appointment on grounds that the person appointed is a Government Servant. The provisions of the Arbitration and Conciliation Act, 1996 and rules, there under as amended from time to time shall apply to the arbitration proceedings.

In witness whereof, the parties to this agreement have put their hands/signatures on the date, month and year first written above.

SIGNED for and on behalf of
The President of India.

Signature_____ By_____

Title_____

i. Witness_____

ii. Witness_____

SIGNED for and on behalf of the COMPANY ie.....

Signature_____ By_____

Title_____

i) Witness_____

ii) Witness_____